

Fitzgerald et ux. that we, Edward J. Fitzgerald, Jr. and Mildred Jane Fitzgerald, husband and wife, as tenants by the entirety, both of Worcester in the County of Worcester and Commonwealth of Massachusetts for consideration paid, hereby grant unto the Worcester Five Cents Savings Bank a corporation duly established by law in Worcester, in the County of Worcester in the Commonwealth of Massachusetts, with M O R T G A G E covenants to secure payment of Eighteen Hundred (\$1800) Dollars on demand with interest thereon at the rate of six per centum per annum, payable semi-annually, as provided in a certain bond of even date, and also to secure the performance of all agreements herein contained, a certain parcel of land with the buildings thereon situated on the northerly side of Apricot Street in said WORCESTER, and bounded and described as follows: Beginning at a stake set in the ground at a point in the northerly line of said Apricot Street, which said point is distant about 129 feet westerly from the intersection of said northerly line of Apricot Street with the westerly line of a private road owned by said City of Worcester; thence N. 13° 53' E. about one hundred two and fifty-one hundredths (102.51) feet; thence S. 79° 27' E. about forty-one and eighty-eight hundredths (41.88) feet; thence S. 12° 09' W. about one hundred five (105) feet to said northerly line of Apricot Street; thence N. 76° 07' W. by said northerly line of said Apricot Street forty-five (45) feet more or less to the point of beginning. Being the same premises conveyed to us by deed of P. Adrian Choquette, of even date to be recorded herewith.

to
Wor. Five Cts.
Sav. Bank

See Discharge
B 3920 P 354

See Discharge
B 3961 P 34

"Said premises are conveyed subject to the rights of the owner of the land adjoining the premises hereby conveyed, on the westerly side thereof, to maintain and use the waste pipe or drain as the same is now used on the premises hereby conveyed to convey the waste from the house on said adjoining premises; and together with the rights of the grantors and their heirs and assigns to have and possess the City water brought to the house on the premises hereby conveyed by a pipe connected with the City water pipe on said adjoining premises in the same manner that said City water is now brought to said house. The City water used on the granted premises is to be paid for by the owner thereof and in the event that said owner of the granted premises shall refuse or neglect to pay a reasonably proportionate part of the charge for the City water, as the same is metered, as it is now metered on adjoining premises, for houses on each of said premises, said proportionate part being such an amount as would fairly pay for the City water used on the granted premises, the right to have said City water brought to the granted premises as aforesaid, shall terminate" in so far as such rights now exist, as set forth in deed of Sarah J. Fee, to Edward J. Fitzgerald, Jr. dated November 23, 1917, recorded with Worcester District Registry of Deeds, Book 2144, Page 353.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale.

W I T N E S S our hands and seals this seventeenth day of May 1929.
Signed and sealed in presence of

Laurence H. Cross

Edward J. Fitzgerald Jr. (seal)
Mildred Jane Fitzgerald (seal)

Commonwealth of Massachusetts

Worcester, ss. May 17, 1929. Then personally appeared the above named Edward J. Fitzgerald, Jr. and acknowledged the foregoing instrument to be his free act and deed, before me

Laurence H. Cross Justice of the Peace

Rec'd May 17, 1929 at 4h. 34m. P. M. Ent'd & Ex'd

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Shattuck

to

Wagner
et al.

I, Chester C. Shattuck, of Mendon, Worcester County, Massachusetts, for consideration paid, grant to William M. Wagner and Carl F. Wagner, both of Worcester, Worcester County, Massachusetts, with W A R R A N T Y covenants that certain tract or parcel of land, with ice houses thereon, in said MENDON, bounded and described as follows: Beginning on the easterly shore of Mendon Pond (Nipmuc Lake) at land of one Kelley; thence S. 72° E. with said Kelley land, 160 feet at a drill hole in a stone in the wall at land of one Kinsley; thence S. 18° W. with said Kinsley land, 36 feet to a stake; thence S. 54° 45' W. with said Kinsley land 121.5 feet to a stake; thence N. 57° 30' W. with said Kinsley land, 126 feet to the shore of said Mendon Pond; thence northerly by and with said pond to the place of beginning. Said premises are conveyed subject to all existing rights of way. Meaning and intending to convey and hereby conveying the same and all the same premises as were conveyed to me by deed of Calvin W. Clifford, dated January 2, 1926, and recorded with Worcester District Deeds, Book 2393, Page 31; and deed of Percy T. Kinsley to me, dated August 2, 1928, and recorded with Worcester District Deeds, Book 2474, Page 104.

Said premises are conveyed subject to 21/24 of the taxes for the current taxable year, which taxes the grantees assume and agree to pay as